

Southern Pacific Transportation Company

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6050 F
JUN 13 1984 - 2 15 PM
June 12, 1984

INTERSTATE COMMERCE COMMISSION

4-165A121

Mr. James H. Bayne
Secretary
Interstate Commerce Commission
Twelfth Street & Constitution Avenue, N.W.
Washington, D.C. 20423

RE: Agreement of Conditional Sale dated as of
January 1, 1969, among Southern Pacific
Company, First Pennsylvania Bank, N.A.,
and General Motors Corporation (Electro-
Motive Division) -- Declaration of Full
Payment

Dear Mr. Bayne:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, the original and three (3) fully executed counterparts of Declaration of Full Payment dated as of May 15, 1984, between Southern Pacific Transportation Company, as successor by merger to former Southern Pacific Company, and First Pennsylvania Bank, N.A., for the above-entitled Agreement of Conditional Sale and Agreement and Assignment dated as of January 1, 1969, together with voucher in payment of the recording fee.

The following documents have been recorded with the Commission under Section 11303 (former Section 20c) in this matter:

Temporary Agreement of Conditional Sale dated as of January 1, 1969, among Southern Pacific Company, First Pennsylvania Bank, N.A., and General Motors Corporation (Electro-Motive Division), recorded on January 30, 1969, at 11:00 AM, assigned Recordation No. 6050;

Agreement of Conditional Sale dated as of January 1, 1969, recorded on February 5, 1969, at 1:45 PM, assigned Recordation No. 6050-A;

Mr. James H. Bayne
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Agreement and Assignment dated as of November 26, 1969, recorded on December 22, 1969, at 11:05 AM, assigned Recordation No. 6050-B;

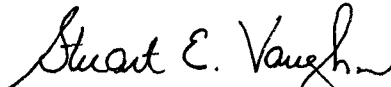
First Supplemental Agreement dated as of February 12, 1982, recorded on March 3, 1982, at 1:25 PM, assigned Recordation No. 6050-C;

Second Supplemental Agreement dated as of November 15, 1983, recorded on December 6, 1983, at 2:40 PM, assigned Recordation No. 6050-D; and

Assignment and Transfer of Certain Road Equipment dated as of November 15, 1983, recorded on January 9, 1984, at 3:00 PM, assigned Recordation No. 6050-E.

When the recording of the Declaration of Full Payment has been completed, will you kindly endorse, with the pertinent recording information, all executed counterparts thereof which are presented to you by our representative herewith, and return three (3) counterparts to her.

Very truly yours,


Stuart E. Vaughn

Enclosures

cc: Mr. D. A. Smith
(Attn: Mr. L. S. Vollmer)
Mr. E. L. Johnson
(Attn: Mr. G. J. Reilly
Mr. S. Jackovich)

Executed in 7 Counterparts of
which this is Counterpart No. 7

RECORDATION NO.

6057-1
Filed & Recorded

FEB 5 1973 -2 15 PM

INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT, made and entered into as of
February 1, 1973, by and between

MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a New York
corporation (the "Trustee"), party of the first part; and

SOUTHERN RAILWAY COMPANY, a Virginia corporation, and
THE CINCINNATI, NEW ORLEANS AND TEXAS PACIFIC RAILWAY COMPANY,
as Ohio corporation (together called the "Company"), parties of
the second part;

W I T N E S S E T H That:

WHEREAS, by agreement dated as of March 15, 1971, as
amended (the "Agreement"), between the Trustee and Southern
Railway Company there was constituted SOUTHERN RAILWAY EQUIPMENT
TRUST NO. 2 of 1971; and

WHEREAS, by the agreement the Trustee did let and
lease unto the Company certain railroad equipment (the "Equipment")
therein particularly described for a term from and after
February 22, 1971, to and including March 15, 1986, upon the
terms and conditions therein specified; and

WHEREAS, Southern Railway Company assigned a portion
of its interest in the Agreement to The Cincinnati, New Orleans
and Texas Pacific Railway Company by assignment dated as of
March 16, 1971; and

WHEREAS, in Section 4.9 of the Agreement, it is provided
that in the event any units of the Equipment become unsuitable
in any respect for the use of the Company and the Company shall
have paid to the Trustee the selling price or Fair Value, as
defined in the Agreement, of such units, then upon the filing
with the Trustee of the appropriate documents, any monies paid
to the Trustee pursuant to said Section 4.9 or Section 4.7
of the Agreement may be applied to the purchase of additional
Equipment; and

WHEREAS, the Company, in compliance with the aforesaid
requirements of Section 4.9 of the Agreement now proposes to
cause to be sold, assigned, transferred and set over unto the
Trustee, as trustee under the Agreement two (2) new 70-ton
50'6" box cars bearing road numbers 525761 and 525762 (the
"Additional Equipment"):

NOW, THEREFORE, in consideration of the premises
and of the sum of One Dollar (\$1.00) paid by the Trustee to the Company
at or before the ensealing and delivery hereof, the receipt of which is

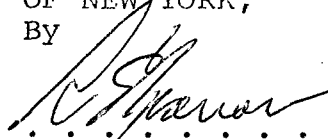
hereby acknowledged, and in consideration of the rents and covenants in the Agreement provided for and contained, the Company does hereby assign to the Trustee all its right, title, and interest under the contract for the acquisition of the Additional Equipment, and the Trustee does hereby let and lease to the Company for the remainder of the term of the Agreement, to wit, until March 15, 1986, the Additional Equipment, the said assignment by the Company and lease by the Trustee being upon and subject to all the terms and conditions of the Agreement as though the Additional Equipment had been a part of the original Equipment described in the Agreement.

AND the Company hereby accepts the terms and conditions upon which the Additional Equipment is leased to it hereunder, and covenants and agrees to abide by each and every such term and condition according to the true intent and purpose thereof.

This Supplemental Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in their respective corporate names and their respective corporate seals to be hereunto affixed and duly attested, as of the day and year first above written.

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK,
By




Trust Officer

R. E. Sparrow

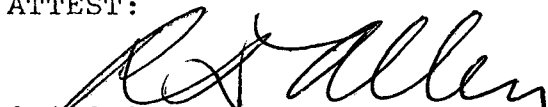
ATTEST:


Assistant Secretary
M. L. THOMPSON

SOUTHERN RAILWAY COMPANY,
THE CINCINNATI, NEW ORLEANS AND
TEXAS PACIFIC RAILWAY COMPANY,
By


Vice President of each of the
above companies

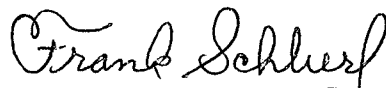
ATTEST:


Assistant Secretary of each
of the above companies.

STATE OF NEW YORK,)
) ss:
County of New York.)

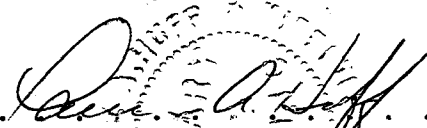
On this 17 day of JANUARY, 1973, before me personally appeared B. E. Sparrow, to me personally known, who, being by me duly sworn, says that he is a Trust Officer of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(NOTARIAL SEAL)


FRANK SCHLIERY
NOTARY PUBLIC, State of New York
No. 60-3503450
Qualified in Westchester County
Certificate filed in New York County
Commission Expires March 30, 1973

DISTRICT OF COLUMBIA.

On this 28 day of December, 1972, before me personally appeared K. A. Stoecker, to me personally known, who, being by me duly sworn, says that he is a Vice President of SOUTHERN RAILWAY COMPANY and THE CINCINNATI, NEW ORLEANS AND TEXAS PACIFIC RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of each of said corporations, that said instrument was signed and sealed on behalf of each of said corporations by authority of their respective Boards of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of each of said corporations.


Lawrence A. Huff
Notary Public

in and for the District of Columbia
My commission expires June 30, 1977